

ADDENDUM AND ASSIGNMENT OF LEASE AGREEMENT

This Addendum and Assignment of Lease Agreement (this "Assignment") is made this 11th day of August 2017, (the "Effective Date") by and among: (i) New Covenant Foundation, Inc., ("Landlord"); (ii) Wisteria 12810, LLC, ("New Landlord"); and (iii) Bluepoint Medical Associates, LLC, a Virginia limited liability company (the "Tenant"), whom shall be collectively referred to as the "Parties" and whom all agree as follows:

RECITALS

R.1. Whereas, Landlord and Tenant entered into a certain Lease Agreement dated July 1, 2017 (the "Original Lease") pursuant to which Landlord leased to Tenant certain space known as 6128 Brandon Ave. #208 and #210, Springfield, VA (the "Premises");

R.2. Whereas, Landlord and New Landlord have entered into a contract where New Landlord will acquire the Premises;

R.3. Whereas, New Landlord desires that Landlord and Tenant consent to an assignment of the Lease to New Landlord; and

R.4. Whereas, the parties desire to set forth the terms and conditions upon which the Lease is assigned to New Landlord;

AGREEMENT

Now, therefore, in consideration of Ten Dollars (\$10) cash in hand paid, the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated into this Assignment as if set forth at this point.

2. Effect of Assignment. The Parties agree and acknowledge that, as of the Effective Date, that all of the rights, title and interest of Landlord under the Lease be and hereby is transferred to New Landlord.

3. No Default. Landlord acknowledges that, as of the Effective Date, that Tenant is not in default of any obligations arising under the Lease, nor are there any facts, circumstances, or conditions amounting to a default under the Lease which but for the lapse of time or the issuance of a notice, could constitute a default under the Lease.

4. Continued Liability of Tenant. Tenant's liability under the Lease shall continue through the end of the initial Term of the Lease and Tenant shall make all payments due or owing under the Lease to New Landlord at the following address: 12810 Wisteria Drive, Germantown, Maryland 20874, or at any other address as New Landlord may direct.

5. Assignment of Security Deposit. Landlord shall transfer and assign its interest in the Security Deposit to New Landlord. From and after the Effective Date of this Assignment, if there is to be a refund of all or part of the Security Deposit, such refund shall be the obligation of the New Landlord.

6. Remaining Terms. All terms of the Lease, other than as expressly modified in this Assignment, shall remain in full force and effect.

7. Counterparts. This Assignment may be executed in any number of counterparts, and all such counterparts taken together shall constitute an original of this Assignment. Any photocopy of any counterpart shall be treated for all purposes as an original of this Assignment.

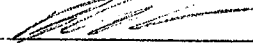
8. Miscellaneous Terms And Conditions. The Parties and signatories to this Assignment hereby warrant and represent that they each have the full right and authority to execute this Assignment.

The Parties warrant and represent that this Assignment is executed without relying upon any statement other than that contained in this Assignment by any other Party or representative, agent, or employee of any other Party.

Witness the following signatures and seals:

LANDLORD:

NEW COVENANT FOUNDATION, INC

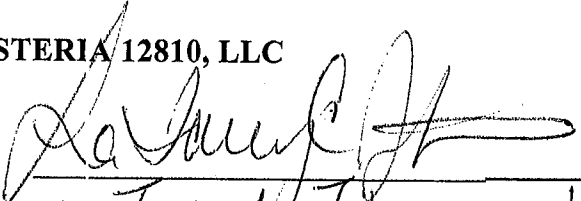
By: 

Name: Bum Hyun Son

Title: Executive Director

NEW LANDLORD:

WESTERIA 12810, LLC

By: 

Name: La Taunya Johnson-Warren

Title: _____

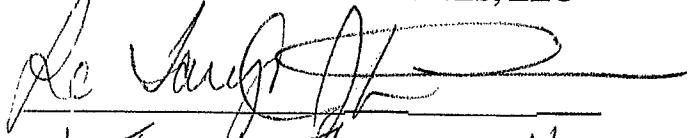
TENANT:

BLUEPOINT MEDICAL ASSOCIATES, LLC

By:

Name:

Title:



La Taunya Johnson Weaver

CEO/ Managing Partner

NEW LANDLORD:

WISTERIA 12810, LLC

By: HL
Name: Mayhwa Li
Title: Director 8/16/17